



AGREEMENT

between

Office & Professional Employees
International Union
Local 537
AFL-CIO

and

Electrical JATC for Southern Nevada

June 1, 2018
to
May 31, 2023



<u>TITLE</u>	<u>PG</u>
ARTICLE 1 - UNION RECOGNITION	1
ARTICLE 2 - UNION SECURITY	1
ARTICLE 3 - SUBCONTRACTING	2
ARTICLE 4 - EMPLOYEE DEFINITIONS.....	3
Section 4.1. Probationary Employee	3
Section 4.2. Regular Full-Time Employee	3
Section 4.3. Temporary Employee	3
Section 4.4. Part-Time Employee.....	3
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - UNION RIGHTS.....	4
ARTICLE 7 - SAFETY AND HEALTH	4
ARTICLE 8 - HOURS OF EMPLOYMENT	5
ARTICLE 9 - WAGES	5
ARTICLE 10 - OVERTIME	6
ARTICLE 11 - HOLIDAYS.....	7
Section 11.1. Paid Holidays	7
ARTICLE 12 - UNPAID LEAVES OF ABSENCE.....	7
ARTICLE 13 - PAID TIME OFF	3
Section 13.1. Jury Duty.....	8
Section 13.2. Personal Time	8
ARTICLE 14 - VACATIONS	8
ARTICLE 15 - DISCHARGE.....	9
ARTICLE 16 - NO STRIKE.....	10
ARTICLE 17 - SEVERANCE.....	10
ARTICLE 18 - GRIEVANCES AND SETTLEMENT OF DISPUTES	10
ARTICLE 19 - VALIDITY OF AGREEMENT.....	11
ARTICLE 20 - UNION LABEL	11
ARTICLE 21 - UNION OFFICE CARD	11
ARTICLE 22 - TECHNOLOGICAL CHANGES.....	11
ARTICLE 23 - RULES AND REGULATIONS	11
ARTICLE 24 - HEALTH AND WELFARE PROGRAM	12
ARTICLE 25 - RETIREMENT PROGRAM	12
ARTICLE 26 - SHORT TERM DISABILITY	12
ARTICLE 27 - SEPARABILITY CLAUSE	12
ARTICLE 28 - VOTE.....	12
ARTICLE 29 - EDUCATIONAL ASSISTANCE PROGRAM	13
Section 29.2. Education Eligibility	13
Section 29.3. Reimbursements	13
Section 29.4. Reimbursement Procedures.....	14
ARTICLE 30 - TERM.....	15
EXHIBIT "A" - WAGES.....	16
EXHIBIT "B" - EDUCATIONAL ASSISTANCE AGREEMENT FORM.....	18
EXHIBIT "C" - CHECKOFF AUTHORIZATION VOICE OF THE ELECTORATE (VOTE)	20

AGREEMENT

This Agreement, made and entered into at Las Vegas, Nevada, on **May 30, 2018**, by and between the Southern Nevada Joint Apprenticeship and Training Committee, hereinafter referred to as the Employer, and the Office and Professional Employees International Union Local 537, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH

Whereas, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1.1. The Employer agrees to recognize the Union as the exclusive collective bargaining representative of all employees under the jurisdiction of the Agreement, excluding exempt classifications.

Section 1.2. Exempt classifications excluded from the Agreement include those executive and administrative employees who formulate, administer or control management policies and procedures and their confidential or private secretaries or assistants, as well as those engaged in professional and actuarial duties, instructors, and all other employees whose work is not under the jurisdiction of the Agreement.

Section 1.3. The Union agrees to promote the welfare of the Employer in order to establish a harmonious relationship between the Employer and its employees, to facilitate orderly adjustment of grievances, complaints, and disputes which may arise from time to time between the Employer and the employee.

ARTICLE 2 - UNION SECURITY

Section 2.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain in good standing. Those who are not members on the effective date of this Agreement shall immediately after the 31st day following the effective date of this Agreement, become and remain members in good standing with the Union.

Section 2.2. Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate the employment of said employee no later than two (2) weeks from the date of receipt of union notification, unless such action conflicts with State or Federal laws.

Section 2.3. The Union shall maintain an open and non-discriminatory list of employees available, and shall not discriminate in matters of referrals because of age, color, creed, national origin, race, or sex.

Section 2.4. When a position is to be filled, the Employer shall provide members of the Union with an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free

to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union, giving the name of the new employee, starting date, classification, and rate of pay.

Section 2.5. If the registration list is exhausted and the Union is unable to refer applicants for employment to the employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturday, Sunday, and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure.

Section 2.6. The Employer or its designee shall employ or discharge such clerical help as necessary. Salaries paid such employees shall be subject to such rules that may be formulated or approved by the Employer. Such employment shall not be relatives of any member of Local 357 and shall work directly under the supervision of, and shall be subject to the authority of the Employer or its designee.

Section 2.7. No employee shall be required or permitted to participate in the internal politics or political action of IBEW Local 357, or the Southern Nevada Chapter of the National Electrical Contractors Association (NECA). Employees shall not be required or permitted to campaign for or against any candidates for IBEW Local 357 or NECA office. Any employee who engages in conduct prohibited by this Section shall be discharged.

Section 2.8. For the convenience of the Union and the employee, the Employer will honor the wage assignment of an employee authorizing the Employer to deduct from the employee's wage each month, monthly Union dues, initiation fees and assessments, as may be required to the Union. The Employer agrees to remit monthly to the Union, along with employee detail, all such money deducted or collected by the Employer for the prior month.

Section 2.9. The Union agrees to indemnify and hold the Employer or its designee harmless against any and all claims, losses, damages, demands, suits, or other forms of liability that may arise of or by reason of action taken or not taken by the Employer, in reliance upon the Union Security provisions of the agreement and payroll deduction authorization cards submitted by the Union to the Employer. In the event an employee is terminated at the request of the Union, the Union shall indemnify and make whole the Employer for any back pay, or other money award, which may be secured by such an employee by reason of the termination.

ARTICLE 3 - SUBCONTRACTING

All work shall be performed on an hourly basis subject to the terms of this Agreement. No OPEIU work, as described in the attached job descriptions, shall be subcontracted to any non-union establishment.

ARTICLE 4 - EMPLOYEE DEFINITIONS

Section 4.1. Probationary Employee

All newly-hired individuals and individuals rehired following a break in service with the employer shall be considered probationary employees during their first six (6) months of employment. Such employees may be terminated at any time during the probationary period, without recourse whatsoever. Grievances may not be presented and not be considered by the Employer in connection with the discharge, layoff, suspension, or other disciplinary action taken in the case of probationary employee.

Section 4.2. Regular Full-Time Employee

All those individuals who have completed six (6) months of continuous employment with the Employer, in a full-time capacity, shall be considered regular full-time employees and shall become entitled to all benefits of the Agreement from date of hire.

Section 4.3. Temporary Employee

A temporary employee is one that is hired for a specific project not to exceed four (4) months. Such temporary employees may be hired as relief for, or replacement of regular employees for periods of sick leave, vacation, or leave of absence. On an infrequent basis, temporary employees may be hired when the work load is increased. All employees must be informed of their status at the start of such temporary employment, and will not be considered a regular full-time or regular part-time employee. (A temporary employee will not be entitled to benefits: i.e. health and welfare, retirement, and holiday pay.) If a temporary employee is hired as a regular full-time employee, the employee shall be entitled to all contractual benefits from date of employment as a full-time employee. The Union shall be notified of the intent to hire a temporary employee. All temporary employees shall pay work permit fees to OPEIU Local 537 based on the dues schedule at the minimum dues rate. All temporary employees shall be paid under the classifications as set forth in Exhibit "A" of this Agreement.

Section 4.4. Part-Time Employee

A part-time employee is one that is hired for a maximum of twenty (20) hours per week. Part-time employees working less than a full day shall be employed for not less than four (4) consecutive hours. Regular part-time employees shall be covered by all the conditions set forth in the Agreement for regular full-time employees, except that weekly wage guarantees and vacation shall be figured on a pro-rata basis consistent with the time regularly employed each week. A part-time employee will not be entitled to benefits: i.e. health and welfare, retirement, and holiday pay.

ARTICLE 5 - MANAGEMENT RIGHTS

The management of the Employer's office, and the direction of its workforce, shall be the exclusive rights of the Employer or its designee. These rights include the planning, directing, and controlling of operations, the establishment of office hours, the scheduling of employees, the determination of the number of employees required to staff the office, the assignment of duties and responsibilities to employees, the right to establish and

enforce reasonable work rules, the right to determine the qualifications of a prospective, as well as current, employee, the right to select, assign, transfer, promote, demote, suspend, lay off, and/or discharge an employee for just cause. In other words, all management and operational decisions required to maintain the efficient servicing of the member-participants of the Southern Nevada Electrical Workers' Joint Apprenticeship and Training Fund, are exclusively reserved by the Employer, unless specifically excluded by the terms of this Agreement.

ARTICLE 6 - UNION RIGHTS

Section 6.1. The representative of the Union shall have the right to contact the employees at work with respect to the Agreement, provided that, in the opinion of the Employer, it shall not interfere with or delay the proper functioning of the office. Such opinion shall not be arbitrary or capricious. The representative of the Union must notify the Employer or its designee of the representative's intention to contact employees at work.

Section 6.2. The Employer shall recognize the Union's right to designate one (1) employee to act as Union steward and, in the absence of the Union steward, one (1) alternate, to assist the Union in the administration of the Agreement. The Employer shall permit the Union stewards to perform such duties as cannot be performed at other times, provided, however, that the Union steward's duties shall not interfere with or delay the proper performance of the steward's work, as an employee of the Employer. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow an amount of time that the Employer or its designee considers reasonable for such duties.

Section 6.3. Any employee called into their supervisor's office for a reprimand or warning may request the presence of their steward at that meeting.

Section 6.4. The Union shall furnish the Employer with the names of the Union steward, or other designated representatives of the Union, and any changes thereof in writing.

Section 6.5. The Employer and the Union agree that no employee of the Employer shall be intimidated or discriminated against because of the employee's participation or non-participation in Union activities.

ARTICLE 7 - SAFETY AND HEALTH

Section 7.1. The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of employment.

Section 7.2. The Employer agrees to abide by all laws of the State of Nevada pertaining to health and sanitation.

ARTICLE 8 - HOURS OF EMPLOYMENT

Section 8.1. The work week shall consist of five (5) consecutive days, of eight (8) consecutive hours, Monday through Friday, excluding a lunch period of not more than one (1) hour, but inclusive of rest periods.

Section 8.2. The regular workday of eight (8) consecutive hours shall be between the hours of 7:00 a.m. and 6:00 p.m., and the employees designated starting time shall be the time to start work. Frequent tardiness shall result in disciplinary action. By mutual agreement between the parties, the Employer or its designee may deviate from the normal work week and workday, as outlined above.

Section 8.3. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed for each employee every morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday. Employees who frequently take rest periods of more than fifteen (15) minutes will be subject to disciplinary action.

Section 8.4. It is the intent that lunch periods shall not be scheduled for more than four (4) hours after the start of the workday, unless an employee otherwise desires. However, each department must be covered by qualified employees at all times.

ARTICLE 9 - WAGES

Section 9.1. The Employer agrees to pay not less than the minimum hourly wage rate, as shown in Exhibit "A" of the Agreement. Wage increases shall be discussed at the JATC Trust meeting held in June of each year. Increases may or may not be granted depending on the financial condition of the Trust.

Section 9.2. It is expressly understood and agreed that the wage rates herein provided for are in minimum rates. No clause in the Agreement shall, at any time, be so construed as to reduce the pay, or increase the hours, of any employee now on the payroll of the Employer. Nor can it be so construed that an employee may not obtain a salary above minimum, be granted an increase in pay before the period specified, or be advanced or promoted in the service of the Employer. Provided, however, that the granting of such adjustments paid over and above the minimum rates provided in the Agreement by the Employer, is vested exclusively in the jurisdiction of the Employer and shall not be subject to the provisions of the Grievance and Arbitration procedures of the Agreement.

Section 9.3. Three (3) consecutive days' absence, without mutual agreement, shall be deemed a resignation of the employee and severance of employment.

Section 9.4. Wages to employees shall be paid on a weekly payday schedule and not more than one (1) weeks' pay may be held back by the Employer. The Employer may revise the pay period so as to provide paychecks in a more timely manner.

Section 9.5. Any employee who is required to report for work on a regularly scheduled day off, and who does report at the scheduled time, shall be granted not less than two (2) hours pay.

Section 9.6. Any employee required by the Employer, during the course of employment, to do errands which require the use of the employee's motor vehicle, shall be compensated at the maximum cents per mile rate established by the Internal Revenue Service for each mile driven during the course of employment.

Section 9.7. The cost of any bond or notarial commission required by the Employer for any employees covered by the Agreement shall be paid by the Employer.

ARTICLE 10 - OVERTIME

Section 10.1. Inasmuch as the Employer and the Union both recognize that overtime can be detrimental to the best interests of the employee and the Employer, overtime will only be required in cases of absolute necessity, if specifically requested and authorized by the Employer. Those employees scheduled to work overtime must notify the Employer within forty-eight (48) hours of their unavailability to work overtime. Any employee who commits to work such overtime and, subsequently, does not show up or inform management at least forty-eight (48) hours prior to the scheduled work time (except for documented emergencies) may be subject to disciplinary action, including possible suspension without pay, and will not be eligible for overtime work for another thirty (30) calendar days. Regular full-time employees who had unexcused absences during the week in which such overtime is required will not be eligible for overtime consideration.

Section 10.2. One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for work in excess of eight (8) hours in any day, Monday through Friday, and for all hours worked on Saturday and Sunday.

Section 10.3. All overtime shall be paid at one and one-half (1½) times the employee's regular rate of pay.

Section 10.4. In the event an employee is called back to work after completion of the scheduled hours and after leaving the place of employment, the employee shall be guaranteed two (2) hours pay at time and one-half (1½) plus mileage.

Section 10.5. Holidays, vacation, and periods of paid personal leave shall be considered as time worked for the purpose of computing overtime.

ARTICLE 11 - HOLIDAYS

Section 11.1. Paid Holidays

Full-time employees shall have the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Holiday*	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July 4 th	Christmas Day

* Denotes that upon each of the member local unions belonging to the Southern Nevada Building Trades Council having initiated observance of this proposed holiday, the holiday will be recognized as part of the holidays observed by the parties to this agreement.

In addition, five (5) floating holidays shall be granted from year to year which shall be called floating holidays. The dates of these holidays may vary from contract year to contract year and shall be set by mutual agreement between the Employer and the employee.

Section 11.2. If any of the above holidays should fall on Saturday, the preceding work day will be observed as the legal holiday. If any of the above holidays should fall on Sunday, the following work day will be considered a legal holiday.

Section 11.3. Any employee required to work on a holiday, shall be notified forty-eight (48) hours in advance.

Section 11.4. An employee shall be allowed to observe Martin Luther King Day as a day off without pay or penalty provided the notice is given by the employee to the Employer not less than forty-eight (48) hours prior to the day of observance and the Employer mutually agrees.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

Section 12.1. An employee desiring a leave of absence shall request such in writing, stating the reason for the leave, the commencement date and the desired duration. Upon approval by the Employer, a leave of absence may be taken at a mutually agreed time and upon mutually agreed terms. The Employer's approval will not be unreasonably withheld. Vacation will not accrue during such personal leave of absence. Failure to return to work at the agreed upon termination date of the personal leave will be considered as having terminated employment, as of the first day of the leave, and shall be considered a voluntary quit except for documented emergencies.

Section 12.2. Employees may be granted extended leaves of absence, without pay, not to exceed four (4) months during periods covered by State Disability or Workers' Compensation for personal illness or injury. Additional extensions, for periods not to exceed thirty (30) days for each instance, may be granted upon presentation of medical evidence. The Employer has the right to require proof of such disability and may require that the disability be certified by a physician of the Employer's choosing. Any examination required will be at the expense of the Employer.

Section 12.3. Any employee who works for another employer during any leave of absence, automatically vacates such leave and will be considered to have terminated employment, as of the first day of the leave of absence, and shall be considered a voluntary quit.

Section 12.4. Maternity leaves of absence will be administered on the same basis as any other sickness or disability and in accordance with applicable State and Federal law.

Section 12.5. Any employee who misrepresents facts on the basis of which a leave is granted will be subject to discipline, up to and including termination.

ARTICLE 13 - PAID TIME OFF

Section 13.1. Jury Duty

The employee shall be paid one hundred percent (100%) of his/her regular wages, less fee or other compensation paid with Jury Duty, for those hours for which absent from work during the regular workday or regular work week up to a maximum of five (5) working days once every three (3) years. The employee will submit verification to the Employer for all hours and/or days spent on jury service. The employee will inform the court that service exceeding the aforementioned five (5) days would be a hardship on the Employer. Upon receipt of compensation by the court, the employee will forward such receipts to the Employer.

Section 13.2. Personal Time

Employees shall accrue personal time at the rate of three (3) hours per months, up to a maximum of thirty-six (36) hours per year.

ARTICLE 14 - VACATIONS

Section 14.1. Vacations, with pay, are hereby established for all regular full-time employees covered by the Agreement and are earned and accrued from the employee's date of hire as follows:

(a) After six (6) months of continuous regular employment, the employee shall be entitled to one (1) week vacation leave within the first full year of employment.

(b) After the first year of employment, the employee shall receive a minimum of two (2) weeks' vacation leave per year.

(c) Vacation leave must be used in the year it is earned. Any unused vacation hours as of the employees anniversary date shall be paid at the straight time hourly rate.

(d) The employee shall request from the Employer or its designee for approval at least four (4) weeks in advance of the employee's intention to take vacation leave.

Section 14.2. Employees shall have the right to take the maximum vacation earned, if the employee desires and the operation of the office permits. Otherwise, employees may take vacation in five (5) day periods, or less, by mutual agreement between the Employer or its designee and the employee. Vacations shall be taken at a time mutually agreed upon by the Employer or its designee and employee.

Section 14.3. An employee who does not return from vacation as scheduled, will be considered to have terminated employment, as of the last day of vacation except for documented emergencies.

Section 14.4. There is no vacation accrual while an employee is on a leave of absence, or for employees who have had a break in service, and are rehired.

ARTICLE 15 - DISCHARGE

Section 15.1. The decision to discharge, or otherwise discontinue the services of any employee for just and sufficient cause, shall be the sole discretion of the Employer or its designee. The Employer shall not discriminate against any employee on account of age, color, creed, national origin, race, sex, or union activities.

Section 15.2. The Employer or its designee may immediately discharge for just cause, without a prior warning notice, any employee for serious violations such as, but not limited to, dishonesty, substance abuse, insubordination, physical violence, or harassment, destruction of property and work stoppages.

Section 15.3. The Employer or its designee shall advise the employee, in writing, of the discharge and the reasons thereof.

Section 15.4. Any employee who has been disciplined or discharged and who is subsequently exonerated shall be reinstated without prejudice and compensated for any loss in wages and fringe benefits, unless the Union and the Employer or its designee or the arbitrator determine otherwise.

Section 15.5. For other than just cause, a progressive disciplinary system shall be established as follows:

First Violation	Verbal reprimand
Second Violation	Written reprimand
Third Violation	Written reprimand and termination

Copies of all written warnings shall be mailed to the Union.

ARTICLE 16 - NO STRIKE

Section 16.1. The Union agrees not to do anything, either directly or indirectly, that would be detrimental to the best interests of the Employer, so long as the Employer continues to abide by the terms of the Agreement.

Section 16.2. The Employer and the Union agree that there will be no strikes, slowdowns, walkouts, or any other disruption of work during the term of the Agreement. The Union shall take all necessary steps to cause any employee who engages in such conduct, in violation of this provision, to cease such activity. Any employee who continues to engage in such activity will be subject to discipline, up to and including termination.

ARTICLE 17 - SEVERANCE

Section 17.1. If the Employer or its designee discontinues the services of a regular full-time employee, said employee shall be given two (2) weeks' written notice immediately prior to the date of termination, if practical.

Section 17.2. The employee shall give two (2) weeks' written notice immediately prior to the date of his/her intention to resign, if practical.

Section 17.3. All unpaid vacation accumulation shall be paid to the employee upon date of termination.

ARTICLE 18 - GRIEVANCES AND SETTLEMENT OF DISPUTES

Section 18.1. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

The grievance must be presented in writing, to the Employer or its designee, within five (5) working days after the grievance occurs, unless circumstances beyond the control of the aggrieved or the Union prevent just a filing.

The Employer or its designee and the grievant mutually agree State or Federal Mediation can be utilized to effectuate resolution of disputes at no cost to the parties, prior to arbitration request.

If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either party may, within thirty (30) days submit the dispute to arbitration.

The arbitrator shall be selected from an odd-numbered list on a panel to be submitted to the State or Federal Mediator.

ARTICLE 19 - VALIDITY OF AGREEMENT

Should any portion of the Agreement, or any provision therein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 20 - UNION LABEL

The Employer agrees that all correspondence and other material leaving the Employer's office shall bear the Office and Professional Employees International Union Label. The Union Label shall be affixed as follows:

OPEIU#537 AFL-CIO, CLC

ARTICLE 21 - UNION OFFICE CARD

The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of Office and Professional Employees International Union Local 537, AFL-CIO, CLC, and under agreement with the Union.

ARTICLE 22 - TECHNOLOGICAL CHANGES

In the event the Employer or its designee installs new technology or equipment, the Employer agrees to offer training, at the Employer's convenience, to interested, affected employees.

ARTICLE 23 - RULES AND REGULATIONS

The Employer or its designee shall have the right to establish, maintain, and enforce reasonable rules and regulations to promote orderly office operations; it being understood and agreed that such rules and regulations shall not be inconsistent, or in conflict with, the provisions of this Agreement. The Employer shall furnish the Union with a written or printed copy of all such rules and regulations and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer or its designee, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the Employer's bulletin board.

ARTICLE 24 - HEALTH AND WELFARE PROGRAM

Section 24.1. The Employer will provide Health and Welfare coverage for all full-time employees and dependents.

Section 24.2. Temporary or part-time employees are not eligible for Health and Welfare coverage.

ARTICLE 25 - RETIREMENT PROGRAM

Section 25.1. The Employer agrees to establish and maintain a retirement plan for the duration of this Agreement.

Section 25.2 For every full-time employee, the Employer agrees to contribute to the established retirement fund as follows:

A. Pension Plan B – The Employer agrees to contribute to the established retirement fund an amount equal to ten percent (10%) of each employee's wage for every hour worked. This amount shall be forwarded monthly to the Administrator of the Pension Plan, or the Bargaining Unit may, as a unit, participate in the Office and Professional Employees International Union Locals 30/537 Retirement Plan, an amount equal to ten percent (10%) of each employee's wage for every hour worked.

B. NEBF – Effective June 1 2018, the Employer agrees to contribute to the National Electrical Benefit Fund (NEBF), contribution in the amount equal to three percent (3%) of each employee's wage for every hour worked. This amount shall be forwarded monthly to the NEBF's designated local collection agent.

Section 25.3. Temporary or part-time employees are not eligible for Pension benefits.

ARTICLE 26 - SHORT TERM DISABILITY

The Employer shall pay a disability premium to provide disability coverage on behalf of the employee.

ARTICLE 27 - SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with applicable laws.

ARTICLE 28 - VOTE

Section 28.1. The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of The Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE, along with a listing of persons who donated such monies.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the terms of this Article.

Section 28.2. A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit “C”.

ARTICLE 29 - EDUCATIONAL ASSISTANCE PROGRAM

Section 29.1. The Employer has established an education assistance program to help eligible employees develop their skills and upgrade their performance. Full-time regular employees who have completed a minimum of one (1) year of service with the Employer are eligible to participate in the program. Under this program, educational assistance is provided for courses offered by approved institutions of learning, such as accredited colleges, universities, and approved trade schools.

Section 29.2. Education Eligibility

Each course must relate to maintaining and/or improving an employee’s current job skills. To be eligible for reimbursement, the employee must complete the Educational Assistance Agreement Form, attached hereto as Exhibit “B”, with the signature from the Training Director prior to the scheduled commencement of your course(s), be actively employed full-time by the JATC at the time of course completion, and receive a qualifying grade. Courses must not require any absences from work.

Section 29.3. Reimbursements

The Employer will reimburse employees upon submission of grades and the related payment receipts for the completed courses. Reimbursement covers the actual cost of tuition, registration fees, textbooks, and lab fees, and is limited to a maximum of six (6) credit hours per semester, based on the following schedule:

Undergraduate or Graduate Courses

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade “B” or better, or “Pass” if institution does not issue a letter grade	3.0 and above	100%

Employees eligible for reimbursement from any other source (e.g. a government-sponsored program or a scholarship) may seek assistance under the Employer’s educational assistance program but are reimbursed only for the difference of the amount received from the other funding source.

Section 29.4. Reimbursement Procedures

After successful completion of the course(s) and having received a Grade “B”, or “Pass” (3.0 or better), a check request for the reimbursement amount should be submitted to the Office Manager within sixty (60) days for further processing and approval. On the check request, indicate the exact title of each course of which reimbursement is being requested. The check request must be accompanied by the following supporting documents:

(a) Copies of the school transcripts or reports of official grades. In cases when these are not available, a letter from the instructor should be submitted.

(b) A photocopy of the Tuition Reimbursement Application Form showing all approved signatures.

(c) Your cancelled check and/or credit card slip plus a PAID receipt from the institution verifying the exact amount per course.

If the employee leaves the Employer voluntarily, or is discharged, the employee will not be eligible for any reimbursement for professional development or education assistance if he/she has not completed the approved program or course(s).

ARTICLE 30 - TERM

This Agreement shall be in full force and effect from June 1, 2018 through May 31, 2023, and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by May 31, 2023, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

FOR THE EMPLOYER:
Electrical JATC of Southern Nevada

FOR THE UNION:
OPEIU Local 537

Bob Lisowski
Chairman

Jacqueline K. White-Brown
Business Manager

Date

Date

Madison Burnett
Training Director

Date
JKW:dlf
OPEIU#537/afl-cio,clc

EXHIBIT "A" - WAGES

It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

Section A.1. Effective June 1, 2018, all current employees' wages will be increased to reflect the new wage chart and a five percent (5%) wage increase.

Effective June 1, 2019, a three percent (3%) or Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, West Region, (CPI-U), whichever is greater.

Effective June 1, 2020, a three percent (3%) or Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, West Region, (CPI-U), whichever is greater.

Effective June 1, 2021, a three percent (3%) or Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, West Region, (CPI-U), whichever is greater.

Effective June 1, 2022, a three percent (3%) or Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, West Region, (CPI-U), whichever is greater.

Classification	Start	After 1 Year
Office Manager	\$20.00	\$24.00
Administrative Assistant	\$17.00	\$18.00
General Office Support	\$15.00	\$16.00

Section A.2. Trainees

The rates and conditions for a trainee shall be as follows:

(a) All trainees shall be advised at the inception of employment of their status, and the Local Union shall be advised in writing that a trainee has been hired.

(b) A trainee shall be an individual who has no prior regular, full-time clerical work experience up to one (1) year.

(c) After twelve (12) months, the trainee shall be classified in a job category 1-3 and placed at the beginning of said classification. Pension contributions will be required upon re-classification.

(d) No trainee may be placed in a classification higher than the classification of an incumbent employee, unless such incumbent employee has been first offered and refused classification.

(e) No trainee may be retained while a regular employee is on lay-off.

(f) No trainee shall be employed in an office that does not have at least one (1) regular full-time employee

(g) A trainee may be assigned any office function.

Trainee Salary Range

1st six (6) months Current minimum wage

2nd six (6) months Additional fifty cents (50¢) per hour

After one (1) year Reclassification

Section A.3. The Employer may grant employees' merit, bonus, or incentive wages paid over and above the minimum scales provided for in this Agreement by Employer, and is vested exclusively in the jurisdiction of the Employer and shall not be subject to the provisions of Article 18 of this Agreement relative to grievances and disputes.

EXHIBIT "B" - EDUCATIONAL ASSISTANCE AGREEMENT FORM

Employee _____

Educational Institution _____

Course _____

Semester/Term _____

Tuition for this Course _____

Registration/Course Fees _____

Lab Fees _____

Textbook Cost _____

Reimbursement Schedule (as outlined in the Educational Assistance Program Policy).
Please note that there is a six (6) credit maximum reimbursable limit per semester/term.

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade "B" or better, or "Pass" if institution does not issue a letter grade	3.0 and above	100%

Training Director

Date

This Agreement is made this _____ day of _____, _____ between the Electrical JATC of Southern Nevada (hereinafter referred to as "JATC") and _____ (hereinafter referred to as "Employee").

The JATC hereby agrees to pay for the Employee's continued education pursuant to the JATC's Educational Assistance Program.

Upon the payment by the JATC for the Employee's continued education pursuant to the JATC's Educational Assistance Program, whether such payment be made to the education provider or as reimbursement paid to the Employee, the Employee agrees to pay the JATC for all educational costs and expenses incurred by the JATC in the event the Employee voluntarily terminates his or her employment with the JATC within six (6) months after the JATC has either paid the education provider or reimbursed the Employee for his or her costs incurred pursuant to the Educational Assistance Program. Employee hereby agrees that any payment that he or she is required to make pursuant to this Agreement to the JATC shall be due and payable to the JATC immediately upon the voluntary termination of the Employee's employment with the JATC.

Both parties have read this Agreement, understand all of the terms contained herein, and hereby agree to all said terms.

Electrical JATC of Southern Nevada Training Director Date

Employee Date

To be completed AFTER course is completed and received:

Actual Course Grade _____

Amount of Reimbursement based on above schedule _____

(Attach copy of grade report and receipts)

SUBMIT TO OFFICE MANAGER FOR REIMBURSEMENT

EXHIBIT "C" - CHECKOFF AUTHORIZATION
VOICE OF THE ELECTORATE (VOTE)

TO:

I hereby authorize you as my Employer to deduct from my paycheck the following amount:
\$.25 _____ \$.50 _____ \$1.00 _____ other (check one),
_____ weekly _____ bi-weekly _____ monthly (check one).

This amount is to be forwarded to the OPEIU Local 537 Office for deposit with the Voice of the Electorate (VOTE) Fund. This authorization is signed voluntarily and with the understanding that Local 537 Voice of the Electorate (VOTE) Fund monies are to be used to make political contributions and expenditures in connection with Federal, State and Local elections; and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not checkoff this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) Fund.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union Local 537, AFL-CIO as applicable.

Signature

Print or type name

Home Address

City

State

Zip

Date

Witness

MAIL TO: VOICE OF THE ELECTORATE (VOTE)
c/o OPEIU LOCAL #537
3229 E. Foothill Blvd.
Pasadena, CA 91107